

EXHIBIT GG

**HFD CBA 2011-2014,
HOU00000347-349, 351-353, 387-389**

0174261
2011-0548

AGREEMENT
between
THE CITY OF HOUSTON, TEXAS
and
HOUSTON PROFESSIONAL FIRE
FIGHTERS
ASSOCIATION, LOCAL 341
INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS

2011
Through
2014

TABLE OF CONTENTS

INTENT AND PURPOSE.....	4
ARTICLE 1 DEFINITIONS.....	5
ARTICLE 2 AUTHORITY AND TERM	8
ARTICLE 3 RECOGNITION	9
ARTICLE 4 MANAGEMENT RIGHTS	10
ARTICLE 5 MAINTENANCE OF STANDARDS	12
ARTICLE 6 CIVIL SERVICE PROVISIONS.....	13
ARTICLE 7 PAYROLL DEDUCTION OF DUES	14
ARTICLE 8 NO STRIKE -- NO LOCKOUT	15
ARTICLE 9 PROBATIONARY PERIOD.....	16
ARTICLE 10 AUTHORITY OF ACTING FIRE CHIEF	17
ARTICLE 11 PROMOTIONS	19
ARTICLE 12 ASSISTANT CHIEF APPOINTMENTS	24
ARTICLE 13 SHIFT EXCHANGES AND EMPLOYEE SUBSTITUTIONS	25
ARTICLE 14 GRIEVANCE PROCEDURE.....	26
ARTICLE 15 MEDIATON PROCEDURE	31
ARTICLE 16 SPECIAL ADMINISTRATIVE ASSIGNMENT AND ASSOCIATION BUSINESS LEAVE.....	32
ARTICLE 17 NON-DISCRIMINATION	36
ARTICLE 18 MINIMUM STAFFING	37
ARTICLE 19 TRANSFERS	41
ARTICLE 20 SICK LEAVE	44
ARTICLE 21 BASE SALARY	50
ARTICLE 22 PAYMENT OF LEAVE BALANCES UPON SEPARATION	52
ARTICLE 23 ADDITIONAL COMPENSATION	57
ARTICLE 24 HIRING OF INCOMING FIREFIGHTERS	62
ARTICLE 25 DUTY DEATH FUNERALS	63
ARTICLE 26 UNIFORMS, PROTECTIVE CLOTHING AND EQUIPMENT	64
ARTICLE 27 EQUIPMENT MAINTENANCE AND RESPONSIBILITY	69
ARTICLE 28 VACATION/HOLIDAY LEAVE	71
ARTICLE 29 HOLIDAYS	74

ARTICLE 30	HOURS OF WORK.....	76
ARTICLE 31	OVERTIME.....	80
ARTICLE 32	HEALTH BENEFITS	85
ARTICLE 33	ADDITIONAL INSURANCE.....	87
ARTICLE 34	MISCELLANEOUS	88
ARTICLE 35	PHASE DOWN PROGRAM.....	91
ARTICLE 36	COMPLETE AGREEMENT CLAUSE	96
ARTICLE 37	INTERIM AMENDMENTS.....	97
ARTICLE 38	SAVINGS CLAUSE.....	98
EXHIBIT A.....		100
EXHIBIT B.....		104
EXHIBIT C.....		106
EXHIBIT D.....		109

ARTICLE 1

DEFINITIONS

1. "Association" means the Houston Professional Fire Fighters Association, Local 341, International Association of Fire Fighters.
2. "Base Salary" means a member's biweekly wages, excluding any other pays. As per Exhibit "A".
3. "Chapter 143 Grievance" means a grievance filed pursuant to the provisions of Texas Local Government Code Sections 143.127-143.134.
4. "Chapter 141", "Chapter 142", "Chapter 143", means Vernon's Texas Code Annotated, Texas Local Government Code, Title 5, Matters Affecting Public Officers and Employees, Subtitle A, Municipal Officers and Employees, Chapter 141 (Compensation and Expenses of Municipal Officer and Employees), Chapter 142 (Assistance, Benefits, and Working Conditions of Municipal Officers and Employees), and Chapter 143 (Municipal Civil Service).
5. "Chapter 174" means the Fire and Police Employee Relations Act, Vernon's Texas Code Annotated, Texas Local Government Code.
6. "City" means the City of Houston, Texas.
7. "Civil Service Commission" means the Fire Fighters' and Police Officers' Civil Service Commission of the City of Houston, Texas.
8. "Emergency Response Division", formerly titled "Emergency Operations" means Firefighters of the Fire Department that are assigned to Fire Suppression, EMS, Rescue, Hazardous Materials Response, and Aircraft Crash Fire Rescue.
9. "Employer" means the City of Houston, Texas.

10. "Grievance" means a dispute involving the interpretation, application or alleged violation of any provision of this Agreement.
11. "Member", "Firefighter", "Member of the Bargaining Unit" means any full time, permanent paid employee of the Houston Fire Department who has graduated from the Val Jahnke Training Academy, and taken the oath of office and who has been hired in substantial compliance with Chapter 143 of the Texas Local Government Code excluding municipal employees (civilians), volunteer firefighters, applicants and the head of the Fire Department (Fire Chief).
12. "Permitted Schedule" is a work schedule other than those defined in Article 29, that is mutually agreed to by the City and the Association.
13. "Working Day" For Firefighters assigned to Emergency Response Division (those working an average forty six point seven (46.7) hour per week schedule) and firefighters assigned to the Communications Division (those working an average forty-two (42) hour per week schedule), one (1) working day is twelve (12) hours, one (1) twenty four (24) hour shift is two (2) working days. For Firefighters assigned in other HFD divisions, a working day may be eight (8) hours, ten (10) hours, or thirteen hours twenty minutes (13/20) as designated in the Agreement or as mutually agreed to by the City and the Association.
14. "Permanent Employees" means employees hired in substantial compliance with Chapter 143, who are no longer on probation under this Agreement.
15. "Department Head" used herein shall mean the Fire Chief or his Designee where authorized by this Agreement.
16. "Party" or "Parties" means the City of Houston and the Houston Professional Firefighters Association

17. "Fire Department Staff Services Office" is located at 600 Jefferson, 7th Floor, Houston, Texas 77002. Phone number is 832 394 6750. Facsimile number is 832 394 6784. This location may be changed by ten (10) days advanced notice from the Fire Chief or the City Attorney.
18. "Termination Pay Deferral Program" means a program providing for the deferred, periodic payment of all forms of compensable leave balances otherwise due upon termination, separation, or retirement. The program also provides for payment or partial payment of modified health insurance premiums as set out in Article 22.

ARTICLE 19

TRANSFERS

Section 1. Transfer Policy.

The Fire Chief will produce a transfer policy for the Fire Department. This policy shall make seniority in rank the deciding factor for all openings for the ranks of Firefighter, Engineer/Operator, Captain, and Senior Captain in Emergency Response, with the exception of denial based on just cause. Deputy Chiefs, District Chiefs and Incident Command Technicians will be administratively transferred without reference to seniority. Emergency Response for purposes of this Article, shall include Firefighters of Suppression and EMS divisions with the exception of EMS supervisors. EMS supervisors are subject to Section 2 below. The Fire Chief will form a joint labor management committee to develop a transfer policy for Support divisions. As a part of their work, the committee will seek input from the affected divisions.

Section 2. Specialized Areas.

In specialized areas of Emergency Response where the Fire Chief chooses to utilize a points system for transfers, such as Rescue, Haz-Mat, ARFF, and EMS supervisors, the points system will include points for seniority. Each Firefighter will receive one (1) point for every year of completed service in rank up to a maximum of five (5) points. Seniority shall account for at least fifty (50) percent of the points system. In a case where non-seniority points are equal, seniority shall prevail.

The points system for ARFF, HMRT, and Rescue shall be as follows:

One year completed in specialized area	1 Point
Two years competed in specialized area	2 Points

Three years completed in specialized area 3 Points
Four years completed in specialized area 4 Points
Five years completed in specialized area 5 Points

The points system for EMS Supervisors (Captain, Senior Captain, or District Chief) shall be as follows:

One (1) point shall be awarded for each Paramedic recertification up to a total of three (3) points. These points are only acquired if a member recertifies as a credentialed paramedic.

The Assistant Fire Chief of EMS and the HFD Physician Director may each award zero (0) or one (1) point based upon a review of resumes, Departmental files and any other documentation supplied by the applicant.

Section 3. Procedures.

The criteria used for any points system utilized by the Houston Fire Department shall be published at least annually, or any time there is a change to criteria. The Fire Department shall post any openings for transfer Emergency Response or Specialized areas at least four (4) times per year. All bids or requests for transfer must be made in writing within fifteen (15) days from the initial postings of any opening. If the last day of transfer posting falls on a day that the transfer office is closed, the Fire Department shall extend the posting to the next day. If no one applies within fifteen (15) days, the opening may be filled on a first come, first entitled basis.

Section 4. Existing rights preserved.

The Fire Chief may, at his discretion, transfer a Firefighter in accordance with TEXAS LOCAL GOVERNMENT CODE 143.1095. This Article does not impair or restrict any existing legal right

or authority of the Chief or the City's government body under Chapter 143 to change classifications or prescribe job duties by ordinance.